

JANUARY 31, 2004

CONTRACT PERIOD THROUGH JANUARY 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SIGNS, SIGN MATERIALS, SIGN MAKING EQUIPMENT, AND RELATED SUPPLIES: BLANKS, SIGN, METAL: SIGN MAKING EQUIPMENT INCLUDING COMPUTERIZED TV SIGN MATERIAL, REFLECTIVE: [A.K.A TRAFFIC SIGNING MATERIALS]**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **January 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/cl
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
~~Kevin Kottmer~~ **Jim Baker**, MCDOT

TRAFFIC SIGNING MATERIALS

1.0 INTENT:

The intent of this bid is to award a requirements contract for **Traffic Signing Materials** for the Maricopa County Department of Transportation. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Deliveries are to be made to the Maricopa County Department of Transportation Warehouse, 2222 South 27th Avenue, Phoenix, AZ 85009, as covered by purchase order.

2.0 TECHNICAL SPECIFICATIONS:

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.1 **ALUMINUM TRAFFIC SIGN BLANKS:**

Each blank shall be degreased, etched, alodine coated in accordance with MIL-C-5541B, packaged for protection from dust and moisture and ready for application of either paint or reflective sheeting. Each blank shall be made of 5052-H38 or better Alloy, governed by A.S.T.M. specification B-209-73 or latest revisions. Each blank shall be furnished with standard 3/8 inch hole locations and corner radii as shown on attached exhibits: (A) through (K). Other sizes not listed may possibly be required and the county will purchase these from the successful bidder at the same square foot price as blanks of the same thickness. Sign blanks shall be packaged ten per package.

2.2 **REFLECTIVE SHEETING:**

Reflective sheeting used in the fabrication of traffic control signs shall meet the requirements of the U.S. D.O.T FHWA Specification FP-96 Sec. 718, modified as noted hereinafter. Sheeting will be classified by type in accordance with Federal Standard Specifications FP-96 and the following:

2.2.1 Type I Sheeting:

Type I enclosed lens retroreflective sheeting to meet or exceed 3M Scotchlite™ Engineer Grade 2200/3200 Series with 700 Series

Process Inks. Pre-coated with a heat-activated adhesive for Series 2200 equivalent or an aggressive tack type Class I pressure sensitive adhesive for Series 3200 equivalent.

2.2.2 Type II Sheeting

Type II enclosed lens retroreflective sheeting to meet or exceed Super Engineer Grade with 700 Series Process Inks. The sheeting shall have a pre-coated pressure sensitive adhesive.

2.0 TECHNICAL SPECIFICATIONS: (continued)

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2.2.3 Type III Sheeting:

Type III encapsulated lens retroreflective sheeting to meet or exceed 3M Scotchlite™ High Intensity Grade 2800/3800 Series with 800 Series Process Inks, consisting of spherical lens elements adhered to a waterproof plastic having a smooth outer surface. The sheeting shall have a pre-coated heat activated adhesive for Series 2800 equivalent or pressure sensitive adhesive for Series 3800 equivalent.

2.2.4 Type IV Sheeting:

Type IV prismatic lens retroreflective sheeting to meet or exceed 3M Scotchlite™ Diamond Grade 3970 Series or Stimsonite™ Series 6200, with 800 Series Process Inks, consisting of prismatic lenses that are formed in a transparent, synthetic resin, sealed, and backed with a pre-coated pressure sensitive adhesive.

2.2.5 Miscellaneous Sheeting
Items/Reflective & Non-Reflective.

2.2.5.1 The manufacturer must provide documentation, to the satisfaction of the Engineer, for Types I, II, III & IV sheeting. The sheeting proposed must have been used successfully in a substantial traffic sign program under similar climatic conditions for at least three years. Pressure sensitive, adhesive backing. Sizes vary. All in white except vinyl which is black. Type I, II, III and vinyl are used for borders

and corners only. Type IV is utilized for letters, numbers, borders and radius corners. Un-mounted letters, numbers, borders and radius corners.

- 2.2.5.2 Traffic sign faces.
Retroreflective traffic sign face sheeting used in engineering grade, super-engineering grade and high intensity (type I, II and III) pressure sensitive.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.3 **NON-REFLECTIVE VINYL SHEETING**

- 2.3.1 Non-reflective vinyl sheeting in various colors. Durable, dimensionally stable vinyl that is pressure sensitive for commercial and industrial type applications which will withstand severe weather and handling conditions.
- 2.3.2 Electronic cuttable film in non-perforated, transparent and non-reflective film. Colors red, blue and green.
- 2.3.3 Graffiti film protective overlay, transparent film applied to reflective and non-reflective sheeting to enhance the easy removal of graffiti from sign..

2.4 **COLOR REQUIREMENTS:**

Type I shall conform to AASHTO M 268 Table 1, Type II shall conform to M 268 Table 2 and Type III shall conform to M 268 Table 3, except that the minimum reflectance limit for the color orange in Table 2 shall be 12. Conformance to color requirements shall be determined whether by the test method in M 268 or spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0 or 0/45 illumination/viewing conditions as described in E 1164 for the 2 degree observer and Eliminant C shall be calculated in accordance with ASTM E 308. For either method, material reference standards used to calibrate the test instrument shall be retroreflective reference standards which have been recently calibrated on a spectrophotometer; alternatively, the Munsell Papers as recently calibrated on a spectrophotometer, may be used.

Type I - 3M™, or equivalent, Engineer grade Sheeting Reflectivity Enclosed-Lens Sheeting

TABLE 1

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Orange</i>	<i>Brown</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	70	14.0	25.0	1.0	50	9.0	4.0
0.2	+30	30	6.0	7.0	0.3	22	3.5	1.7
0.5	-4	30	7.5	13.5	0.35	25	4.5	2.0
0.5	+30	15	3.0	4.0	0.20	13	2.2	0.8

Type II - Super Engineer grade Sheeting Reflectivity Enclosed-Lens Sheeting

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

TABLE 2

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Orange</i>	<i>Brown</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	140	30	60	5.0	100	30	10.0
0.2	+30	60	12	22	2.0	36	10	4.0
0.5	-4	50	10	20	2.0	33	9	3.0
0.5	+30	28	6	12	1.0	20	6	2.0

Type III - 3M™, or equivalent, High Intensity grade Sheeting Reflectivity Enclosed-Lens Sheeting

TABLE 3

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Orange</i>	<i>Brown</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	250	45	100	12.0	170	45	20.0
0.2	+30	150	25	60	8.5	100	25	11.0
0.5	-4	95	15	30	5.0	62	15	7.5
0.5	+30	65	10	20	3.5	45	10	5.0

Type IV shall conform to Table 4.

Conformance to color requirements shall be determined whether by the test method in M 268 or spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0 or 0/45 illumination/viewing conditions as described in E 1164 for the 2 degree observer and Eliminant C shall be calculated in accordance with ASTM E 810.

For either method, material reference standards used to calibrate the test instrument shall be retroreflective reference standards which have been recently calibrated on a spectrophotometer; alternatively, the Munsell Papers as recently calibrated on a spectrophotometer, may be used.

2.5 **SPECIFIC INTENSITY PER UNIT AREA (SIA):**

Type IV - 3M™ or equivalent, Diamond grade Sheeting Reflectivity Prismatic-Lens Sheeting

TABLE 4

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	800	215	660	80	43.0

0.2	+30	400	100	340	35	20.0
0.5	-4	200	45	160	21	9.8
0.5	+30	100	26	85	10	5.0

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.5.1 The SIA values shall be in accordance with the following:

2.5.1.1 Type I & II Table 718-1 or FP96

2.5.1.2 Type III Table 718-3 or FP96

For screen-printed transparent colored areas on white sheeting, the SIA values shall not be less than 70% of the values for the corresponding color in the applicable table.

TABLE 5

Minimum Specific intensity Per Unit Area (SIA) (Candelas per Foot candle per Square Foot) Type III Construction Work Zone Sheeting				
Observation Angle (degree)	Entrance Angle (degree)	White	Yellow	Orange
0.2	-4	250	170	100
0.2	30	150	100	60
0.2	50	75	40	25
0.5	-4	95	62	30
0.5	30	65	45	25
0.5	50	35	20	10

This is for Type III sheeting and includes Orange which has a 3 year warranty. This table is used for construction work zone High Intensity.

2.6 **SHRINKAGE:**

Shrinkage of Type I shall be in accordance with the applicable requirements of AASHTO M 268. Shrinkage of Type I reboundable sheeting shall not be more than 0.10 inch in 24 hours in any dimension.

2.7 **FLEXIBILITY:**

(0 degrees C) for 24 hours prior to test.

2.8 **ARTIFICIAL WEATHERING:**

Weatherometer exposure applicable to Type I only. Type III requirements shall be met, except that the exposure shall be changed to two years' unprotected outdoor exposure facing the equator and inclined 45 degrees from the vertical.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.9 **PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE III:**

2.9.1 Field Performance Requirements:

Type III sheeting processed and applied to sign blank materials in accordance with the sheeting manufacturer's recommendations shall perform effectively for the number of years stated in this subarticle. The retroreflective sheeting will be considered unsatisfactory if tint has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the SIA values are less than the minimums specified in Table 6.

TABLE 6

Minimum Specific Intensity Per Unit Area (Candelas per Foot-candle per square foot at 0.2 degrees obs. /-4 degrees ent.) 3M™, or equivalent, Type III High Intensity Sheeting		
Sheeting Color	Min. SIA (7 years)	Min.SIA (10 years)
White	212	200
Yellow	144	136
Green	38	36
Red	38	36
Blue	17	16
Brown	10	9

2.9.2 For the printed transparent colored areas on white sheeting the SIA values shall not be less than 70% of those for the corresponding color in the above table.

2.9.3 All measurements shall be made after sign leaning according to the manufacturer's recommendations.

2.10 **SHEETING MANUFACTURERS REPLACEMENT OBLIGATION:**

- 2.10.1 Where it can be shown that
retroreflective traffic signs with
Type III sheeting supplied and
used according to the sheeting
manufacturer's recommendations
have not met the performance
requirements of Table 5 above, the
sheeting manufacturer shall cover
restoration costs as follows for
sheeting shown to be
unsatisfactory during:

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.10.1.1 The entire ten years: the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness.

2.10.1.2 In addition, during the first seven years: The sheeting manufacturer will cover the cost of restoring the sign surface to its original effectiveness at no cost to the Department for materials or labor.

2.11 **COUNTY'S OBLIGATION:**

Maricopa County shall be responsible for requiring the dating of signs at the time of application. **This date constitutes the start of the field performance obligation period.**

2.12 **CERTIFICATION:**

The sign manufacturer shall submit with each lot or shipment a certification which states that the material supplied will meet all the requirements of this specification for the applicable sheeting type(s).

2.13 **READY-MADE SIGNS:**

2.13.1 **REFLECTIVE SHEETING:**

Reflective sheeting used in the fabrication of traffic control signs shall meet the requirements of the U.S. D.O.T FHWA Specification FP-96 Sec. 718 modified as noted hereinafter. Sheeting will be classified by type in accordance with Federal Standard Specifications FP-96 and the following:

2.13.1.1 Type I Sheeting:

Type I enclosed lens
retroreflective sheeting to
meet or exceed 3M
Scotchlite™ Engineer
Grade 2200/3200 Series
with 700 Series Process
Inks. Pre-coated with a
heat-activated adhesive
for Series 2200 equivalent
or an aggressive tack type
Class I pressure sensitive
adhesive for Series 3200
equivalent.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.13.1.2 Type II Sheeting

Type II enclosed lens retroreflective sheeting to meet or exceed Super Engineer Grade with 700 Series Process Inks. The sheeting shall have a pre-coated pressure sensitive adhesive.

2.13.1.3 Type III Sheeting:

Type III encapsulated lens retroreflective sheeting to meet or exceed 3M Scotchlite™ High Intensity Grade 2800/3800 Series with 800 Series Process Inks, consisting of spherical lens elements adhered to a waterproof plastic having a smooth outer surface. The sheeting shall have a pre-coated heat activated adhesive for Series 2800 equivalent or pressure sensitive adhesive for Series 3800 equivalent.

2.13.1.4 The manufacturer must provide documentation, to the satisfaction of the Engineer, for Types I, II & III sheeting. The sheeting proposed must have been used successfully in a substantial traffic sign program under similar climatic conditions for at least three years.

2.13.2 **COLOR REQUIREMENTS:**

Type I shall conform to AASHTO M 268 Table 1, Type II shall conform to M 268 Table 2 and Type III shall conform to M 268 Table 3,

except that the minimum reflectance limit for the color orange in Table 3 shall be 12. Conformance to color requirements shall be determined whether by the test method in M 268 or spectrophotometrically in accordance with ASTM E 1164, with instruments utilizing either 45/0 or 0/45 illumination/viewing conditions as described in E 1164 for the 2 degree observer and Eliminant C shall be calculated in accordance with ASTM E 308.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

For either method, material reference standards used to calibrate the test instrument shall be retroreflective reference standards which have been recently calibrated on a spectrophotometer; alternatively, the Munsell Papers as recently calibrated on a spectrophotometer, may be used.

Type I - 3M™, or equivalent, Engineer grade Sheeting Reflectivity Enclosed-Lens Sheeting

TABLE 1

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Orange</i>	<i>Brown</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	70	14.5	25.0	1.0	50	9.0	4.0
0.2	+30	30	6.0	7.0	0.3	22	3.5	1.7
0.5	-4	30	7.5	13.5	0.3	25	4.5	2.0
0.5	+30	15	3.0	4.0	0.2	13	2.2	0.8

Type II - Super Engineer grade Sheeting Reflectivity Enclosed-Lens Sheeting

TABLE 2

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Orange</i>	<i>Brown</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	140	30	60	5.0	100	30	10.0
0.2	+30	60	12	22	2.0	36	10	4.0
0.5	-4	50	10	20	2.0	33	9	3.0
0.5	+30	28	6	12	1.0	20	6	2.0

Type III - 3M™, or equivalent, High Intensity grade Sheeting Reflectivity Enclosed-Lens Sheeting

TABLE 3

<i>Observe Angle</i>	<i>Entrance Angle</i>	<i>White</i>	<i>Red</i>	<i>Orange</i>	<i>Brown</i>	<i>Yellow</i>	<i>Green</i>	<i>Blue</i>
0.2	-4	250	45	100	12.0	170	45	20.0
0.2	+30	150	25	60	8.5	100	25	11.0
0.5	-4	95	15	30	5.0	62	15	7.5
0.5	+30	65	10	20	3.5	45	10	5.0

2.13.3 SPECIFIC INTENSITY PER UNIT AREA (SIA):

2.13.3.1 The SIA values shall be in accordance with the following:

2.13.3.1.1 Type I &
 II Table
 718-1 or
 FP96

2.13.3.1.2 Type III
 Table
 718-3 or
 FP96

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

For screen-printed transparent colored areas on white sheeting, the SIA values shall not be less than 70% of the values for the corresponding color in the applicable table.

Table 4

Minimum Specific intensity Per Unit Area (SIA) (Candelas per Foot candle per Square Foot) Type III Construction Work Zone Sheeting				
Observation Angle (degree)	Entrance Angle (degree)	White	Yellow	Orange
0.2	-4	250	170	100
0.2	30	150	100	60
0.2	50	75	40	25
0.5	-4	95	62	30
0.5	30	65	45	25
0.5	50	35	20	10

This is for Type III sheeting and includes Orange which has a 3 year warranty. This table is used for construction work zone High Intensity.

2.13.4 **SHRINKAGE:**

Shrinkage of Type I & II shall be in accordance with the applicable requirements of AASHTO M 268. Shrinkage of Type I & II reboundable sheeting shall not be more than 0.10 inch in 24 hours in any dimension.

2.13.5 **FLEXIBILITY:**

(0 degrees C) for 24 hours prior to test.

2.13.6 **ARTIFICIAL WEATHERING:**

Weatherometer exposure applicable to Type I & II only. Type III requirements shall be met, except that the exposure shall be changed to two years' unprotected outdoor exposure facing the equator and inclined 45 degrees from the vertical.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.13.7 **PERFORMANCE REQUIREMENTS AND OBLIGATIONS TYPE III:**

2.13.7.1 Field Performance Requirements:

Type III sheeting processed and applied to sign blank materials in accordance with the sheeting manufacturer's recommendations shall perform effectively for the number of years stated in this subarticle. The retroreflective sheeting will be considered unsatisfactory if tint has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the SIA values are less than the minimums specified in Table 5.

Table 5

Minimum Specific Intensity Per Unit Area (Candelas per Footcandle per square foot at 0.2 degrees obs. /-4 degrees ent.) 3M™, or equivalent, Type III High Intensity Sheeting		
Sheeting Color	Min. SIA (7 years)	Min.SIA (10 years)
White	212	200
Yellow	144	136
Green	38	36
Red	38	36
Blue	17	16
Brown	10	9

2.13.7.2 For the printed transparent colored areas on white sheeting the SIA values

shall not be less than 70%
of those for the
corresponding color in the
above table.

- 2.13.7.3 All measurements shall be
made after sign leaning
according to the
manufacturer's
recommendations.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.13.8 **SHEETING MANUFACTURERS REPLACEMENT OBLIGATION:**

2.13.8.1 Where it can be shown that retroreflective traffic signs with Type III sheeting supplied and used according to the sheeting manufacturer's recommendations have not met the performance requirements of Table 5 above, the sheeting manufacturer shall cover restoration costs as follows for sheeting shown to be unsatisfactory during:

2.13.8.1.1 The entire ten years: the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness.

2.13.8.1.2 In addition, during the first seven years: The sheeting manufacturer will cover the cost of restoring the sign surface to its original effectiveness.

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cost to the
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materials
or labor.

2.13.9 **COUNTY'S OBLIGATION:**

Maricopa County shall be responsible for requiring the dating of signs at the time of application. **This date constitutes the start of the field performance obligation period.**

2.13.10 **CERTIFICATION:**

The sign manufacturer shall submit with each lot or shipment a certification which states that the material supplied will meet all the requirements of this specification for the applicable sheeting type(s)

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.13.11 **BASE METAL:**

2.13.11.1 Description:

The base metal shall be new sheet aluminum of alloys 6061-T6 or 5052-H38 conforming to the requirements of ASTM Designation: B209 the thickness of the aluminum sheet shall be as indicated on the Item Number Description unless otherwise specified. The alloy and temper designations shall be verified by mill certification. Each blank will be furnished with standard 3/8" hole locations and corner radii as shown on Exhibits (A) through (L).

2.13.11.2 Fabrication:

The fabrication of all metal parts shall be accomplished in a uniform and workmanlike manner. The sign panels are to be cut as shown on the sign specification sheets. This dimensional tolerance of the panels shall be size and shape free of buckles, warp, dents, cockles,

burrs, sharp edges
and any other
defects resulting
from fabrication.
All possible
fabrications,
including shearing,
cutting and
punching of holes
shall be completed
prior to the base
metal pretreatment.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.13.12 SCREENING INKS, PROCESS PASTE,CLEARS AND THINNERS:

2.13.12.1 Pretreatment:

The front and back surfaces of the aluminum base metal shall be cleaned, deoxidized and coated with a light, tightly adherent chromated conversion coating free of any powdery residue. The base metal pretreatment process shall be in conformance with Section 5, "Recommended Processing Methods" of ASTM Designation: B 449. The coating weight shall be less 2 (10-34 mg/sq. ft.), with a median of 25 mg/sq. ft. as the optimum coating weight. All treatment tanks or spray applied pretreatment is performed by immersion methods. The tanks shall be of sufficient size to accommodate the complete panel. Titration equipment shall be available for the inspector's use to check the solution strengths.

The cleaned and coated base metal shall be handled only by a mechanical device or by operators wearing clean cotton

or rubber gloves.
After cleaning and
coating operations,
the panels shall be
protected at all times
from contact or
exposure to grease
oils, dust or other
contaminants. Only
those screening inks,
process pastes clears
and thinners
recommended by the
reflective sheeting
manufacturer shall be
used. All such
materials shall be used
only in accordance
with sheeting
manufacturer's
recommendations for
the items stated
above.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

Such recommendations shall be obtained in writing and a copy furnished to Maricopa County Transportation and Development Agency. Any changes in those items stated above which a manufacturer deems necessary shall first be approved in writing by the designated representative.

2.13.13 **OUTDOOR WEATHERABILITY:**

The outdoor weatherability of the applied inks or paste shall be comparable to the outdoor durability of the reflective sheeting as stated in Section H(1)a.

2.13.14 **ADHERENCE:**

No process inks shall be removed when tested by applying cellophane tape over a properly cured, color processed area and removing the tape with one quick motion. The tape shall be 3M™ Company Scotch Brand Cellophane Tape No. 600, 3/4" wide or equal.

2.13.15 **SOLVENT-RESISTANCE:**

Screened sign faces shall be properly cured and solvent resistant to cleaning solvents recommended by the manufacturer of the reflective sheeting.

2.13.16 **COLOR:**

The color of the screened sign face surface as specified shall conform to the color specification limits and reference standards for Type III reflective sheeting as specified in Federal Specification FP-96, except that the maximum reflectance limit of the colors blue and green shall be 5.0 and 10.0, respectively. A significant difference between day and night time reflective color shall be grounds for rejecting the signs.

2.0 TECHNICAL SPECIFICATIONS: (continued)

<u>SPECIFICATIONS</u>	<u>VENDOR</u>	<u>PROPOSAL</u>
<u>COLUMN</u>		

2.13.17 **CLEAR COATING:**

All transparent colors screened on Type III sheeting must be clear coated. Clear coating material and process must be in accordance with sheeting manufacturer recommendations. Clear-coated signs shall meet minimum reflective intensity values as stated on these specifications.

2.13.18 **SIGN PANEL FABRICATION:**

The message shall be one or a combination of the following types:

2.13.18.1 Direct screening or reverse screened. The finished screened sign shall comply with all requirements of these specifications, including color and reflectivity.

2.13.18.2 Pressure sensitive computer cut-out reflective sheeting of the same type as specified in Section 2.3.1 of these specifications. Such sheeting shall comply with all requirements of these specifications, including color and reflectivity.

2.13.18.3 Black pressure sensitive computer cut out non-reflective sheeting from the approved manufacturers will

be permitted in lieu
of black process
paste.

2.13.18.4 The sign faces shall conform
to the dimensions
and letter series
shown on Exhibits
(E) through (I).

2.13.19 **SPLICES IN REFLECTIVE SHEETING:**

No finished sign panel shall have splices.

2.0 TECHNICAL SPECIFICATIONS: (continued)

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VENDOR PROPOSAL

2.13.20 **FINISH:**

The finished signs shall be flat within a ratio of 0.04 inches per linear foot when measured across the plane of each panel from opposite corners or at any locations on the panel. All surface exposed to weathering shall be free of any defects in the coating that may impair the serviceability or detract from the general appearance or color matching of the sign. The finished sign shall be clean and free from all burrs, sharp edges, delaminated reflective sheeting and aluminum marks. Signs with any defects or damage that would affect their appearance or service ability will not be acceptable. No air pockets or bubbles shall exist between the sheeting and the base material.

2.13.21 **INSPECTION:**

All material and finished signs are subject to inspection by the County at the place of manufacture, and shall be subject to final inspection at the Traffic Operations office at the time of delivery. The County shall have free entry at all times to such parts of the plant as concerns the manufacture or production of signs. Adequate facilities required for inspection shall be furnished without charge to the County. Signs not conforming in all respects to the requirements of these specifications will be rejected.

2.13.22 **SIGN RECYCLING:**

All pricing shall be bid on a per square foot basis. Gross square footage of shapes (octagon, triangle, etc.) will be used for calculation purposes.

Example: 24" octagon equals 4.0 square feet

Bid price to include freight charges both ways. All recycled sign blanks shall be stripped using a mechanical process. Stripped sign blank thickness shall not be reduced more than 0.01" from original thickness.

Credit shall be provided for scrap metal received and shall be applied at the current, per pound, local recycling market rate. Credit amount shall be shown on the invoice.

3.0 SPECIAL TERMS & CONDITONS:

3.1 VENDOR'S PROPOSAL COLUMN:

Bidders are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in their bid being rejected. Bidder should state either "can comply" or "can't comply".

3.2 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.3 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within twenty-one (21) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.4 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.5 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.6 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the

County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.7 **WARRANTY:**

The minimum warranty period shall be One Hundred – Twenty (120) months' materials and labor (vendor to state exceptions - if any). Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

3.8 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.9 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.10 SAMPLES:

Bidders may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within fifteen (15) working days from date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

3.11 PRODUCT DISCONTINUANCE:

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

3.11.1 Documentation from the manufacturer that the product or model has been discontinued.

Documentation that names the replacement product or model.

Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.

Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.

TRADE-INS:

Bidders are requested to submit prices on trade-in(s). Trade-in(s) to be at the option of Maricopa County.

EQUIPMENT MAINTENANCE:

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment.

FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders shall include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

CONTRACT TERMS AND CONDITIONS:

LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by

signing this document, that the contract resulting from this Bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

3.17 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.18 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

3.19 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of Subcontractors in the

performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of Subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.20 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

3.21 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, if requested, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

3.22 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

3.23 FAILURE TO EXECUTE:

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

3.24 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

3.25 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.26 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.27 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

3.28 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

3.29 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

3.30 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

3.31 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.33 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.34 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

3.35 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

3.36 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

3.37 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.38 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

3.38.1 Cancel the Contract, if it is currently in effect.

3.38.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

3.39 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.40 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction.

The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.41 PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities may be considered non-responsive and not eligible for award consideration.

3M COMPANY, TCM DIVISION BLDG. 225-5S-08, P.O. BOX 33225 ~~55133-3225~~, ST. PAUL, MN 55133-3225

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE

TERMS AND CONDITIONS SET FORTH HEREIN. C970101 / C970102 / C970114 / B0604548

NIGP CODES: 80109, 80148, 80149

5. SIGN SHEETING:

EST. 12 MO

USAGE

#	DESCRIPTION	PRICE	UNIT
A	Type I Reflective Sheeting		
1		<u>\$ 6.84</u>	SQ YD
C	Type III Reflective Sheeting		
1		<u>\$ 23.31</u>	SQ YD
D	Type IV Reflective Sheeting		
1		<u>\$ 38,2644</u>	SQ YD
E	Miscellaneous Sheeting Items/Reflective & Non-Reflective		
1	Letters, Numbers, Borders and Corners:		
	<u>10 %</u> Discount off vendor catalog pricing		
6	Transfer Tape:		<u>\$ 0.2106</u>
	<u>SQ FT for 9", 18",</u>		36"
	0.2214 sq ft		

ADDITIONAL PRICING (also list here the catalog(s) to be used for discount pricing offered above):

Catalog/price listing	Date of catalog/listing	%Discount form list
-----------------------	-------------------------	---------------------

"Bid Proposal – Price Contract" for additional items available. All prices shown are net with no further discount.

Terms: Net 30

Federal Tax ID Number: 41-0417775

Telephone Number: (651) 733-0582

Fax Number: (651) 737-9644

Contact Person: Dennis J. Johnson

Vendor Number: 410417775 A

Contract Period: To cover period ending through ~~January 31, 2003~~
January 31, 2004

Z A P MANUFACTURING INC, 12096 CHARLES DR., GRASS VALLEY, CA 95945

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE

TERMS AND CONDITIONS SET FORTH HEREIN. **C970101 / C970102 / C970114 / B0604548**

NIGP CODES: 80109, 80148, 80149

2. SIGN BLANK RECYCLING PRICING PER SQ.FT. FOR REMOVAL ONLY:

A	REMOVAL ONLY:	<u>PRICE</u>	<u>UNIT</u>
	ENGINEER GRADE SHEETING	<u>\$ 1.00</u>	SQFT
	SUPER ENGINEER GRADE SHEETING	<u>\$ 1.00</u>	SQFT
	HIGH INTENSITY GRADE SHEETING	<u>\$ 1.00</u>	SQFT
	DIAMOND EQUIVALENCY GRADE SHEETING	<u>\$ 1.00</u>	SQFT

3. SIGN BLANK RECYCLING PRICING PER SQ.FT. FOR REMOVAL AND RE-FACING

A	REMOVAL AND RE-FACING ONLY: (STD. HIGHWAY FACE)	<u>PRICE</u>	<u>UNIT</u>
	ENGINEER GRADE SHEETING	<u>\$ 2.35</u>	SQFT
	SUPER ENGINEER GRADE SHEETING	<u>\$ 3.50</u>	SQFT
	HIGH INTENSITY GRADE SHEETING	<u>\$ 4.20</u>	SQFT
	DIAMOND EQUIVALENCY GRADE SHEETING	<u>\$ 5.75</u>	SQFT

All Deliveries made on our Truck 60 to 90 Days scheduled route.

ADDITIONAL PRICING (also list here the catalog(s) to be used for discount pricing offered above):

Catalog/price listing	Date of catalog/listing	%Discount from list
<u>Mini Catalog</u>	<u>Letters & Borders May 1999</u>	<u>5</u>
		Die Cut Products

Terms:	Net 30
Federal Tax ID Number:	94-2683409
Telephone Number:	(530) 272-8855 800/824-5927
Fax Number:	(530) 477-0751
Contact Person:	Devon Lemma Lorel Duffin

Vendor Number: 942683409

Contract Period: To cover period ending through ~~January 31, 2003~~
January 31, 2004

9719 S. SANTA FE SPRINGS RD., SANTA FE SPRINGS, CA 90670
ZUMAR INDUSTRIES INC, 6371 RANDOLPH ST., LOS ANGELES, CA 90040

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE

TERMS AND CONDITIONS SET FORTH HEREIN. **C970101 / C970102 / C970114 / B0604548**

NIGP CODES: 80109, 80148, 80149

1. ALUMINUM TRAFFIC SIGN BLANKS

A OCTAGON (STOP SIGN):

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
as required	1	30 X 30	.080	\$ 8.91 10.01	Each
as required	2	36 X 36	.100	\$ 15.72 19.44	Each

B TRIANGLE:

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
as required	1	36 X 36 X 36	.100	\$ 7.71 9.46	Each

C VERTICAL RECTANGLE

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
300/each	1	06 X 12	.063	\$ 0.77 1.16	Each
as required	2	06 X 24	.063	\$ 1.54 1.84	Each
as required	3	06 X 30	.063	\$ 1.93 2.18	Each
300/each	4	12 X 48	.100	\$ 7.92 8.94	Each
as required	5	12 X 60	.100	\$ 9.92 11.04	Each
110/each	6	12 X 72	.100	\$ 11.88 13.14	Each
as required	7	18 X 36	.100	\$ 8.91 9.99	Each
700/each	8	24 X 30	.100	\$ 9.55 11.04	Each
180/each	9	30 X 36	.100	\$ 14.33 16.29	Each

D SQUARE:

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
1,200/each	1	06 X 06	.080	\$ 0.68 1.00	Each
As required	2	48 X 48	.100	\$ 30.62 34.14	Each

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E DIAMOND:

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
100/each	1	18 X 18	.080	\$ 3.70 4.11	Each
400/each	2	24 X 24	.080	\$ 6.33 7.03	Each
200/each	3	30 X 30	.080	\$ 9.78 10.85	Each
3,100/each	4	36 X 36	.100	\$ 17.40 19.44	Each

F HORIZONTAL RECTANGLE:

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
400/each	1	18 X 12	.063	\$ 1.93 2.52	Each
1,000/each	2	24 X 18	.100	\$ 5.94 6.84	Each
400/each	3	36 X 12	.125	\$ 7.23 8.24	Each
As required	4	36 X 24	.125	\$ 14.48 15.89	Each
20/each	5	36 X 48	.125	\$ 28.56 31.36	Each
As required	6	48 X 18	.125	\$ 10.85 15.95	Each
450/each	7	48 X 24	.125	\$ 19.28 21.08	Each
300/each	8	48 X 30	.125	\$ 24.10 26.22	Each
20/each	9	48 X 60	.125	\$ 48.20 51.91	Each
As required	10	60 X 24	.125	\$ 24.10 26.22	Each
As required	11	60 X 30	.125	\$ 30.13 32.64	Each
20/each	12	60 X 36	.125	\$ 36.15 39.06	Each
20/each	13	72 X 48	.125	\$ 57.84 62.18	Each
20/each	14	96 X 48	.125	\$ 77.12 82.73	Each
As Required	15	30 X 18	100	\$ 10.96	Each
As Required	16	36 X 20	125	\$ 15.92	Each

G PENTAGON SCHOOL SIGN:

EST. 12 MO		SIZE			
USAGE	#	WIDTH X HEIGHT	GAUGE	PRICE	UNIT
60/each	1	36 X 36	.100	\$ 14.96 16.71	Each

* ~~Effective 12/26/00~~

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H CIRCLE:

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
As required	1	36 X 36	.100	\$ 17.25 18.38	Each

I NO PASSING ZONE (ISOSCELES TRIANGLE):

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
As required	1	36 X 48	.125	18.10 * \$ 16.01 17.02	Each

J STREET SIGN BLANKS:

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
1,650/each	1	24 X 08	.100	\$ 2.93 3.28	Each
800/each	2	30 X 08	.100	\$ 3.67 3.98	Each
400/each	3	36 X 08	.100	\$ 4.40 4.74	Each
500/each	4	42 X 08	.100	\$ 5.13 5.44	Each

K METRO SIGNS: (NO HOLE PUNCHING)

EST. 12 MO USAGE	#	SIZE WIDTH X HEIGHT	GAUGE	PRICE	UNIT
As required	1	60 X 18	.125	20.43 * \$ 18.08 19.80	Each
10/each	2	72 X 18	.125	24.51 * \$ 21.69 23.65	Each
As required	3	84 X 18	.125	28.58 * \$ 25.29 27.51	Each
As required	4	96 X 18	.125	32.68 * \$ 28.92 31.36	Each
5/each	5	108 X 18	.125	36.77 * \$ 32.54 35.21	Each

4. READY MADE SIGNS:

A STANDARD SINGLE SIDED - READY MADE SIGNS

EST. 12 MO USAGE	#	NAME	SIZE WIDTH X HEIGHT	GAUGE	TYPE	PRICE	UNIT
20/each	1	DO NOT ENTER	30" X 30"	.080	Eng.Grade W/R/W	<u>\$ 15.89</u>	EACH

200/each	2	Warning Signs	36" X 36"	.199	Eng.Grade	<u>\$ 26.04</u>	EACH
300/each	3	Stop Ahead (Symbols)	36" X 36"	.100	Eng.Grade	<u>\$ 27.96</u>	EACH
* Effective 12/26/00							

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250/each	4	Stop Signs	30" X 30"	.080	Hi-Intensity	<u>\$ 27.30</u>	EACH
400/each	5	Stop Signs	36" X 36"	.100	Hi-Intensity	<u>\$ 43.06</u>	EACH
400/each	6	Object Marker 9-Ball/Red	18" X 18"	.080	Hi-Intensity	<u>\$ 10.36</u>	EACH
400/each	7	Object Marker 9-Ball/Yellow	18" X 18"	.080	Hi-Intensity	<u>\$ 10.36</u>	EACH
1,500/each	8	Object Marker 3-Ball	8" X 24"	.100	Hi-Intensity	<u>\$ 6.85</u>	EACH
100/each	9	No Parking Anytime Symbol	12" X 18"	.063	Eng.Grade	<u>\$ 3.67</u>	EACH
50/each	10	No Parking Anytime Symbol	12" X 12"	.063	Eng.Grade	<u>\$ 3.06</u>	EACH
100/each	11	No Parking Anytime Symbol	24" X 24"	.080	Eng.Grade	<u>\$ 10.73</u>	EACH

**B. READY MADE TRAFFIC SIGN PRICING .063 GAUGE ALUMINUM,
PUNCHED & CORNER**

CORNER

**RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN
BID.**

Category	3M Sheeting Equivalent				
	Type I - II Hi-Intensity		Type III		
<u>Engineering Grade</u>					
Guide Signs					<u>Clear</u>
Regulatory Signs					
Warning Signs					
<u>Graffiti Film</u>					
Construction Signs	One	Two	One	Two	
<u>Standard Signs:</u>					Standard Prem
	<u>\$ 4.15 /SQFT</u>	<u>\$ 4.23 /SQFT</u>	<u>\$ 2.23 /SQFT</u>	<u>\$ 2.32 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>
<u>Special Signs:</u>					
	<u>\$ 4.15 /SQFT</u>	<u>\$ 4.23 /SQFT</u>	<u>\$ 2.23 /SQFT</u>	<u>\$ 2.32 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>

**C. READY MADE TRAFFIC SIGN PRICING .080 GAUGE ALUMINUM,
PUNCHED & CORNER**

**RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN
BID**

Category	3M Sheeting Equivalent	
	Type I - II Hi-Intensity	Type III
<u>Engineering Grade</u>		
<u>Guide Signs</u>		Clear

Regulatory Signs Warning Signs Construction Signs <u>Standard Signs:</u> <u>Special Signs:</u>	<u>Colors</u>				<u>Graffiti I</u> Standard Prem
	<u>One</u>	<u>Two</u>	<u>One</u>	<u>Two</u>	
	<u>\$ 4.46 /SQFT</u>	<u>\$ 4.54 /SQFT</u>	<u>\$ 2.54 /SQFT</u>	<u>\$ 2.63 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>
	<u>\$ 4.46 /SQFT</u>	<u>\$ 4.54 /SQFT</u>	<u>\$ 2.54 /SQFT</u>	<u>\$ 2.63 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>

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**D. READY MADE TRAFFIC SIGN PRICING .100 GAUGE ALUMINUM,
PUNCHED & CORNER
RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN
BID**

Category	3M Sheeting Equivalent				
	Type I - II Hi-Intensity		Type III		
<u>Engineering Grade</u>					
<u>Guide Signs</u>					<u>Clear</u>
<u>Regulatory Signs</u>		<u>Colors</u>			
<u>Warning Signs</u>					<u>Graffiti I</u>
<u>Construction Signs</u>	<u>One</u>	<u>Two</u>	<u>One</u>	<u>Two</u>	
<u>Standard Signs:</u>					Standard Prem
	<u>\$ 4.87 /SQFT</u>	<u>\$ 4.90 /SQFT</u>	<u>\$ 2.90 /SQFT</u>	<u>\$ 2.99 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>
<u>Special Signs:</u>					
	<u>\$ 4.87 /SQFT</u>	<u>\$ 4.90 /SQFT</u>	<u>\$ 2.90 /SQFT</u>	<u>\$ 2.99 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>

**E. READY MADE TRAFFIC SIGN PRICING .125 GAUGE ALUMINUM,
PUNCHED & CORNER
RADIUS ACCORDING TO SIGN BLANK SPECIFICATION INCLUDED IN
BID**

Category	3M Sheeting Equivalent				
	Type I - II Hi-Intensity		Type III		
<u>Engineering Grade</u>					
<u>Guide Signs</u>					<u>Clear</u>
<u>Regulatory Signs</u>	<u>Colors</u>				
<u>Warning Signs</u>					<u>Graffiti Fi</u>
<u>Construction Signs</u>	<u>One</u>	<u>Two</u>	<u>One</u>	<u>Two</u>	
<u>Standard Signs:</u>					Standard Prem
	<u>\$ 5.29 /SQFT</u>	<u>\$ 5.34 /SQFT</u>	<u>\$ 3.37 /SQFT</u>	<u>\$ 3.45 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>
<u>Special Signs:</u>					
	<u>\$ 5.29 /SQFT</u>	<u>\$ 5.34 /SQFT</u>	<u>\$ 3.37 /SQFT</u>	<u>\$ 3.45 /SQFT</u>	<u>\$1.10/SQFT 1.80</u>

Standard Signs: - All signs as listed in the Maricopa County Sign Manual or the Manual for Uniform Traffic Control Devices.

Special Signs : - Signs other than those in the above listed manuals that will require a special set-up cost. Vendor shall Indicate set-up cost. Unit cost can then be calculated as determined by the total quantity ordered.

F. Special Sign Set Up Cost (if any): \$ 30.00

5. SIGN SHEETING:

EST. 12 MO
USAGE

#	DESCRIPTION	PRICE	UNIT
B	Type II Reflective Sheeting		

	1	<u>\$ 15.03</u>	SQ YD
	2	Traffic Sign Faces/Pressure Sensitive:	
<u>SQ YD</u>	a.	Types I - II "one color" per SQYD:	<u>\$ 7.98</u>
<u>SQ YD</u>	b.	Types I - II "two color" per SQYD:	<u>\$ 8.51</u>
<u>SQ YD</u>	c.	Type III "one color" per SQYD:	<u>\$ 25.64</u>

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<u>SQ YD</u>	d.	Type III "two color" per SQYD:	<u>\$ 29.04</u>
<u>SQ YD</u>	e.	Type IV "one color" per SQYD:	<u>\$ 40.00</u>
<u>SQ YD</u>	f.	Type IV "two color" per SQYD:	<u>\$ 40.53</u>
<u>SQ FT</u>	3	Clear Acetate:	<u>\$ 1.05</u>
	4	Silk	
<u>SQ FT</u>	a.	Monofilament:	<u>\$ 2.20</u>
<u>SQ FT</u>	b.	Multifilament:	<u>\$ 1.40</u>
<u>SQ FT</u>	5	Magnetic Material:	<u>\$ 1.05</u>
vendor catalog pricing	7	Inks and Thinner:	<u>0 % Discount off</u>
<u>SQFT Standard</u>	8	Graffiti Film	<u>\$ 1.10</u>
SQFT Premium			\$ 1.86

Terms: Net 30

Federal Tax ID Number: 95-2039699

Telephone Number: ~~(800) 654-7446 or (323) 724-8450 (562) 941-4633~~ **800/654-7446**

Fax Number: ~~(323) 724-8460~~ **(562) 941-4643**

Contact Person: ~~Colleen Manzanarez-Suzanne~~ **RC ANDERSON**

Vendor Number: 952039699

Contract Period: To cover period ending through ~~January 31, 2003~~
January 31, 2004